

**NINTH AMENDMENT TO AMENDED AND RESTATED CONTRACT
BETWEEN
THE DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR
FAMILIES
AND
THE CONTRACTOR DELOITTE CONSULTING LLP**

THIS NINTH AMENDMENT (the "Ninth Amendment"), entered into upon signature, between the State of Delaware, Department of Services for Children, Youth and Their Families (the "Department"), and The CONTRACTOR Deloitte Consulting LLP (the "Contractor"), is an amendment to the Amended and Restated Contract, dated as of March 29, 2016, between the Parties (the "Agreement"). Unless otherwise specifically defined herein, each term used herein shall have the meaning ascribed to such term in the Agreement and subsequent amendments.

WHEREAS, the Department requires additional development services

1. To implement new data exchanges with Department of Health and Human Services (DHSS), modify existing data exchanges with DHSS and modify existing DE FOCUS functionality to support revised payment process for Medicaid eligible services (collectively, the "Additional Development Services"), and
2. To integrate a third-party vendor payment solution into DE FOCUS Criminal History Unit (CHU) Background Check Portal;

WHEREAS, the Department and the Contractor have mutually agreed to update the Contract for purposes of Additional Development Services and to put in place a Statement of Work to specify the Additional Development Services.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, the Parties hereby agree as follows:

1. Append the Agreement hereto, as previously amended, with the attached Statement of Work that includes additional terms to govern the Additional Development Services.

To the extent that there is any conflict between this NINTH AMENDMENT and any attachment or exhibit or between any of the foregoing, the parties agree that the order of priority of the documents and the order in which they shall be controlling on the parties is set out below as follows:

1. The text of the Ninth Amendment (including the SOW); and
2. The Exhibits that are applicable for this NINTH AMENDMENT in order as set out below:

Exhibit A: High Level Timelines for the scope of the Ninth Amendment's services;

Exhibit B: Software List for the scope of the Ninth Amendment's services;

All other terms and conditions of the amended Agreement and subsequent amendments remain the same.

IN WITNESSS THEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officials as to the date first above written.

FOR THE CONTRACTER



Authorized Contractor Signatory
Managing Director
Deloitte Consulting LLP

FOR THE DEPARTMENT



Josette Manning, Secretary
Department of Services for Children, Youth and
Their Families

Statement of Work

For the Additional Development Services

I. Section 1 Overview

This Ninth Amendment adds, as specified herein, Additional Development Services to implement new interfaces and to modify existing interfaces between DE FOCUS solution and DHHS Delaware Medicaid Enterprise System (DMES) as well as to modify existing DE FOCUS functionality to support revised payment process for providers who provide Medicaid eligible services that are authorized in DE FOCUS. In addition, this Ninth Amendment also adds Additional Development Services to integrate a third-party vendor payment solution, Velocity, in to the DE FOCUS CHU portal to enable payment for Child Protection Registry (CPR) Background Check Requests submitted by external agencies and individuals through the portal. The Additional Development Services in the scope of this Ninth Amendment will be performed outside the scope of Additional Development and Support Services as set forth in the FIFTH and subsequent Amendments.

To implement the foregoing, the Additional Development Services are detailed in Section II, related Assumptions are set out in Section IV, and Resourcing set out in Section V.

II. Additional Development Services

The CONTRACTOR will perform the following activities between January 05, 2020 and July 31, 2020:

A. Additional development scope to support the revised process for payments for Medicaid eligible services authorized in DE FOCUS through DMES

The scope of this development work to support the revised payment process for providers who provide Medicaid eligible services that are authorized in DE FOCUS is as follows:

- Development and deployment of six new interfaces between DE FOCUS and DHSS DMES
- Modifications in existing three interfaces between DE FOCUS and DHSS DMES that support the current Medicaid claiming process in DE FOCUS
- Modifications in existing DE FOCUS screens associated to Medicaid payment and claiming process
- Development of new reports to support the business with the revised payment process
- Design, Development, System Testing, UAT Support and Code Promotions.
- The additional development services as covered in the above bullets will be performed by additional resources over 5 sprints of 4 weeks each followed by 6

weeks of UAT support overlapping proposed DMES UAT timelines. “Exhibit A High-Level Timelines” provides the anatomy of the sprints and the proposed high-level schedule of the development services as covered above in Section 2. “Section IV Team Resourcing” provides the in-scope additional resources to support the additional development services.

- The terms of Warranty and Transition services as set forth in the FIFTH AMENDMENT will extend to the scope of these development services in this NINTH AMENDMENT.

B. Additional development scope to integrate third-party payment solution with DE FOCUS CHU Portal

The scope of this integration/development work is as follows:

- Integration of DE FOCUS CHU Portal with Velocity Payment System (the third-party vendor payment solution by Govolution and licensed by the State) to enable payment functionality in CHU portal for CPR Background Check Requests submitted by external agencies and individuals through the portal.
- Design, Development, System Testing, UAT Support and Code Promotions.
- The additional development services to integrate the third-party vendor payment solution as covered in the above bullets will be performed by additional resources over 1 development sprint of 5 weeks followed by 2 weeks of UAT support. “Exhibit A High-Level Timelines” provides the anatomy of this sprint and the proposed high-level schedule of the development services as covered in the above bullets in Section 2. “Section IV Team Resourcing” provides the in-scope additional resources to support the additional development services.
- The terms of Warranty and Transition services as set forth in the FIFTH AMENDMENT will extend to the scope of these development services in this NINTH AMENDMENT. Third party software and services, including Velocity by Govolution, are excluded from the Warranty and governed by the applicable license terms for the software.

In order for the CONTRACTOR to perform this scope of services, the DEPARTMENT will:

- Work with the CONTRACTOR in accordance with the high-level timelines included in Exhibit A for delivery and deployment of the new functionality.
- Create the User Stories, including UAT scripts within the User Story Template, prior to the design start date, as included in Exhibit A High Level Timelines and execute UAT in accordance with the High-Level schedules.
- Update the User Stories for the additional development scope to meet the Definition of Ready (DOR) prior to the development start dates as included in Exhibit A High Level Timelines.

III. Assumptions

The following is a list of some of the assumptions and expectations that, together with the information provided to the CONTRACTOR as of the date of this Amendment, the nature and scope of the Services, the expected Resource requirements, and other commitments from the DEPARTMENT, form the "Assumptions" for this Amendment and the basis of the CONTRACTOR pricing. A deviation from the Assumptions may cause changes to the CONTRACTOR's schedule, fee, expenses, level of effort or otherwise impact the CONTRACTOR's performance of the Services, and any adjustments to the Services and/or pricing for such services as a result thereof will require to go through a new amendment. Unless otherwise mentioned, the assumptions as set forth in the FIFTH AMENDMENT, where applicable, apply to the scope of services in this NINTH AMENDMENT.

3.1 Requirements and Estimated Effort

- The estimated effort for the scope of Additional Development Services to support the revised process for payments for Medicaid eligible services through DMES is 274 user story points which is based on the below assumptions and the initial conversations that occurred between the CONTRACTOR and the Department on September 25, 2019 and the documentation shared by the Department and uploaded on Tracker under CR-0850. The user stories for these requirements are still not created. The user stories when created are expected to align with the current understanding of the requirements (not to exceed 1 user story point of aggregated level of effort) and are expected to undergo minor updates (not to exceed 1 user story point of aggregated level of effort) as a result of the detailed design and clarification sessions between the DEPARTMENT and the CONTRACTOR to meet the Definition of Ready (DoR). The scope for the estimated effort is below:
 - Create up to three new outbound Interface files (One Member outbound file, One Authorization outbound files, One 835 Encounter outbound file)
 - Process up to three new inbound Interface files (One Member inbound file, One Authorization inbound file, One 837 Claims inbound file)
 - Update up to two existing Interface files (837 institutional outbound file, 837 professional outbound file)
 - Process up to two updated existing Interface files (835 Remittance file)
 - Create up to 8 standard Salesforce reports and 2 custom reports
 - Modify up to 10 existing DE FOCUS screens (Billing, Claim Search, Concurrence, Continued Stay, Global Search, Fund Code Master Data, Service Admission, Service Gap, Support Detail, TPL Interface Schedule)
- The estimated effort for the scope of Additional Development Services to integrate Velocity Payment System (the third-party vendor payment solution) with DE FOCUS CHU Portal is 75 user story points which is based on the initial conversations that occurred between the CONTRACTOR, the Department and Govolution on September 09, 2019 and October 11, 2019, and the documentation shared by Govolution and uploaded on Tracker under CR-0851. The user stories for these requirements are still not created. The user stories when created are expected to align

with the current understanding of the requirements (not to exceed 1 user story point of aggregated level of effort) and are expected to undergo minor updates (not to exceed 1 user story point of aggregated level of effort) as a result of the detailed design and clarification sessions between the DEPARTMENT and the CONTRACTOR to meet the Definition of Ready (DoR).

- Any unexpected deviations from the initial scope of the requirements and expectations that may cause a change in or any adjustments to the Services, that includes but is not limited to change in level of effort and/or pricing (including any updates to user stories that require more than 1 user story point of aggregated level of effort), will require a new amendment for such changes. All changes will require mutual agreement as to the updated schedule for services.
- Given the fixed teams deployed by the CONTRACTOR, should any scope be removed, there will be no adjustment done to the estimated user story points. Where the user story points increase by more than one (1) user story point, an amendment will be used to add funding to the contract to pay the story point rate as set out in Section VI.
- Any delays by the DEPARTMENT in performing its responsibilities, including but not limited to delay associated with this Section 3.1 above (e.g., timely agreement on changes, updated schedules, ARB Review and Approval of proposed approach etc.) and activities included in Exhibit A High-level Timelines could delay the completion date of the services in this NINTH AMENDMENT.
- The high-level timelines as included in Exhibit A must be met by the CONTRACTOR, DEPARTMENT and other contractors or vendors to avoid a delay that could impact availability of federal funding for the scope of development services for this NINTH Amendment.
- The DEPARTMENT is responsible for the contractual relationship with third parties and for ensuring that they cooperate with The CONTRACTOR in a timely manner in accordance with Exhibit A High-level Timelines. The CONTRACTOR will have no responsibility for the performance of other contractors or vendors engaged by the DEPARTMENT, or delays caused by them, in connection with the scope of services in this NINTH AMENDMENT.
- The Department and the third-party vendors (including DMES and vendors) will provide necessary resources to complete their tasks in a timely manner to support and complete the six weeks of overall UAT and go-live in accordance with Exhibit A High-level Timelines for DMES data exchanges.
- The Department and the third-party vendors (Govolution) will provide necessary resources to complete their tasks in a timely manner to support and complete the two weeks of UAT and go-live in accordance with Exhibit A High-level Timelines for integration of payment services into CHU portal.

3.2 Solution

- If the DEPARTMENT desires a Salesforce expert services review, the DEPARTMENT will contract separately with Salesforce for the expert services review. The CONTRACTOR will support the expert services review by working with Salesforce.
- Any terms and conditions set by the third-party vendor (Govolution) about usage of the third-party solution or data exchanged between the systems is between the third-party vendor and the Department. The CONTRACTOR does not assume any responsibility or liability associated with the use, functionality or operation of the Velocity software/solution which shall at all times be between the State and Govolution and governed by the contractual documents between those parties. The State represents that it has all rights necessary to allow CONTRACTOR the access and use rights to Govolution as needed to perform the services called for under this Amendment.

3.3 Testing

- The CONTRACTOR will conduct code promotion from development sandboxes to Production environment during final cut-over for configuration related items.
- The CONTRACTOR will conduct Unit, System, and Integration testing for functions developed and / or modified by the CONTRACTOR and Regression and workflow testing on related portions of DE FOCUS and the new functionality. The CONTRACTOR will provide the DEPARTMENT, in Tracker, with Test scripts and results from each test.
- The DEPARTMENT will create separate UAT test cases to be executed during the UAT phase. It is expected that these cases will be added to the user story template at the time of user story creation.

3.4 Licensing

- The DEPARTMENT will continue to provide licenses and support for all the required software listed in the FIFTH AMENDMENT throughout the duration of the Agreement and as needed in connection with this NINTH Amendment.
- DTI ARB will provide approval as soon as reasonably possible so as not to impact the release schedule and no later than 21 calendar days from the handover of the Technical Architecture document to MIS Team by the CONTRACTOR for submission to DTI for ARB review unless a longer period is mutually agreed to by the parties.

3.5 Technology/Infrastructure

- The DEPARTMENT will manage the contracts with third parties to support integration with external sites or vendor systems
- Integration with external systems will be dependent on the capability of external systems. External systems should allow Application Programming Interface (API) access or have a structured manner to call the external web sites

3.6 Change Management and Ongoing Training

- The DEPARTMENT will provide subject matter specialists, super users, and trainers as required to complete updates to the materials for existing and new functionality, for courseware reviews, and to identify specific exercise scenarios, support data identification and prepare the training system,
- The DEPARTMENT will deliver any additional end user training and will provide timely identification and onboarding of resources who will serve as trainers,
- The DEPARTMENT will administer all additional training logistics and related compliance activities, inclusive of enrollment/registration, attendance training, and reporting,
- The DEPARTMENT will reproduce and distribute communication materials and courseware components as required,
- The DEPARTMENT will provide all necessary training facilities and equipment, including training rooms, hardware, network access, audio-visual equipment, and classroom supplies in accordance with the associated and agreed timelines and milestones

3.7 Project Management

- The DEPARTMENT Project Management will have the overall responsibility and authority for driving all decisions, reviewing and approving all deliverables, facilitating discussion and communication among the Parties as needed, and securing any required DEPARTMENT or third-party resources as it pertains to the scope of Services covered in Section 2 above,
- The CONTRACTOR is not responsible for delays or additional scope that results from other initiatives the DEPARTMENT may have in progress,
- Management of activities in the scope of services, as covered in Section 2 above, will be shared responsibility between the DEPARTMENT and the CONTRACTOR,
- The DEPARTMENT shall obtain all consents necessary from third parties required for the CONTRACTOR to perform its obligations hereunder,
- The DEPARTMENT will be responsible for DEPARTMENT resources, ensuring attendance and participation as deemed needed for the scope of services covered in Section 2,
- The DEPARTMENT and the CONTRACTOR will finalize the schedule for the activities involved in the scope of services as covered in Section 2, inclusive of meetings, draft Deliverable target dates, review cycles, and sign-off milestones in advance of the beginning the activities for the scope of services covered in Section 2 and no later than the end of “Review and Approval of Technical Architecture by DTI ARB” as set forth in Exhibit A: High Level Timelines for the scope of the Ninth Amendment.

3.8 The DEPARTMENT Staff

- The DEPARTMENT will confirm subject matter specialists and super users are available when needed to attend meetings and workshops,

- The DEPARTMENT is responsible for delays or additional costs associated with the delayed approvals, unavailability of required DEPARTMENT resources and for ensuring performance of its third parties,
- The Executive Product Owner and the Division Product Owners, as applicable, will help define/change features, negotiate work with the team, and have the authority to make decisions.

3.9 The CONTRACTOR Personnel

- There will be additional resources added to the existing contract, as included in “IV Section 4 Team Resourcing”, to provide the in-scope Additional Development services per the mutually agreed upon schedules. The additional resources shall comprise of 1 Offshore Mulesoft Developer, 1 Offshore Salesforce Developer and 1 Offshore Tester to support the scope of the Development Services for the DMES data exchanges. The additional resources shall comprise of 1 Offshore Developer and 1 Offshore Tester for the the scope of the Development Services for integration of the third-party vendor payment solution with DE FOCUS CHU Portal. The additional resources will be supported by the existing offshore and onsite Deloitte team as required (such as during design, ongoing clarification, deployment, UAT support etc.).
- The CONTRACTOR staff, including offshore resources, will be provided appropriate access to all environments in order to conduct deployment activities and support UAT testing by the DEPARTMENT.

IV. Team Resourcing

The development services in the scope of this NINTH AMENDMENT to support the revised process for payments for Medicaid eligible services through DMES will be performed over 5 development sprints of 4 weeks each followed by 6 weeks of overall UAT to overlap with the proposed DMES timelines as provided in Exhibit A High-Level Timelines and by additional resources as provided below:

- 1 Full-time Offshore Mulesoft Developer
- 1 Full-time Offshore Salesforce Developer
- 1 Full-time Offshore Tester

The development services in the scope of this NINTH AMENDMENT to integrate Velocity Payment System with DE FOCUS CHU Portal will be performed over 1 sprint of 5 weeks followed by 2 weeks of UAT as provided in Exhibit A High-Level Timelines and by additional resources as provided below:

- 1 Full-time Offshore Developer
- 1 Full-time Offshore Tester

The new teams will be supported by existing offshore and onsite team as applicable (such as during design, ongoing clarification, deployment, UAT support etc.)

V. Service Level Agreements (SLA)

SLAs for development services as set forth in the FIFTH AMENDMENT will apply to the scope of the Additional Development Services as covered in this NINTH AMEDMENT.

VI. Pricing

The CONTRACTOR fixed fee to provide the in-scope Additional Development Services as specified herein is set out below:

Scope of Services	Story Point Value	Rate per Story Point	Pricing
DMES Data Exchanges and related modifications – SPRINT 1	50	\$719	\$35,950
DMES Data Exchanges and related modifications – SPRINT 2	50	\$719	\$35,950
DMES Data Exchanges and related modifications – SPRINT 3	50	\$719	\$35,950
DMES Data Exchanges and related modifications – SPRINT 4	50	\$719	\$35,950
DMES Data Exchanges and related modifications – SPRINT 5	50	\$719	\$35,950
DMES Data Exchanges and related modifications – OVERALL UAT	24	\$719	\$17,256
Integration of Velocity Payment System with DE FOCUS CHU Portal	75	\$719	\$53,925
TOTAL:			\$250,931

- The Additional Development Services for DMES Data Exchanges and related modifications will be invoiced to the Department at the end of each Sprint as outlined in Exhibit A: High Level Timelines upon acceptance of the user stories. The invoice amount for each sprint will equal the total number of the user story points accepted at the closure of the sprint. The balance of the remaining fees will be invoiced upon completion and acceptance of the overall UAT and deployment to production as outlined in Exhibit A: High Level Timeline.
- The Additional Development Services for integration of Velocity Payment System with DE FOCUS CHU portal will be invoiced to the Department at the end of the Sprint upon acceptance of the user stories and deployment to production as outlined in Exhibit A: High Level Timeline.

*****Rest of Page Blank*****

Exhibits

The Updated Agreement Exhibits for purposes of the NINTH AMENDMENT are detailed below and set out in their order of precedence as follows:

Exhibit A: High Level Timeline for the scope of the Ninth Amendment's services;

Exhibit B: Software List for the scope of the Ninth Amendment's services;

Exhibit A – High Level Timelines

The Additional Development Services in the scope of this NINTH AMENDMENT to support the revised payment process for Medicaid eligible services through DMES will be delivered over 5 Sprints of 4 weeks each followed by 6 weeks of overall UAT to overlap with proposed DMES timelines. The User Story Clarification is expected to start January 6, 2020 as pre-Sprint work and Sprint Build to start February 3, 2020 as provided in the High-Level Timeline below.

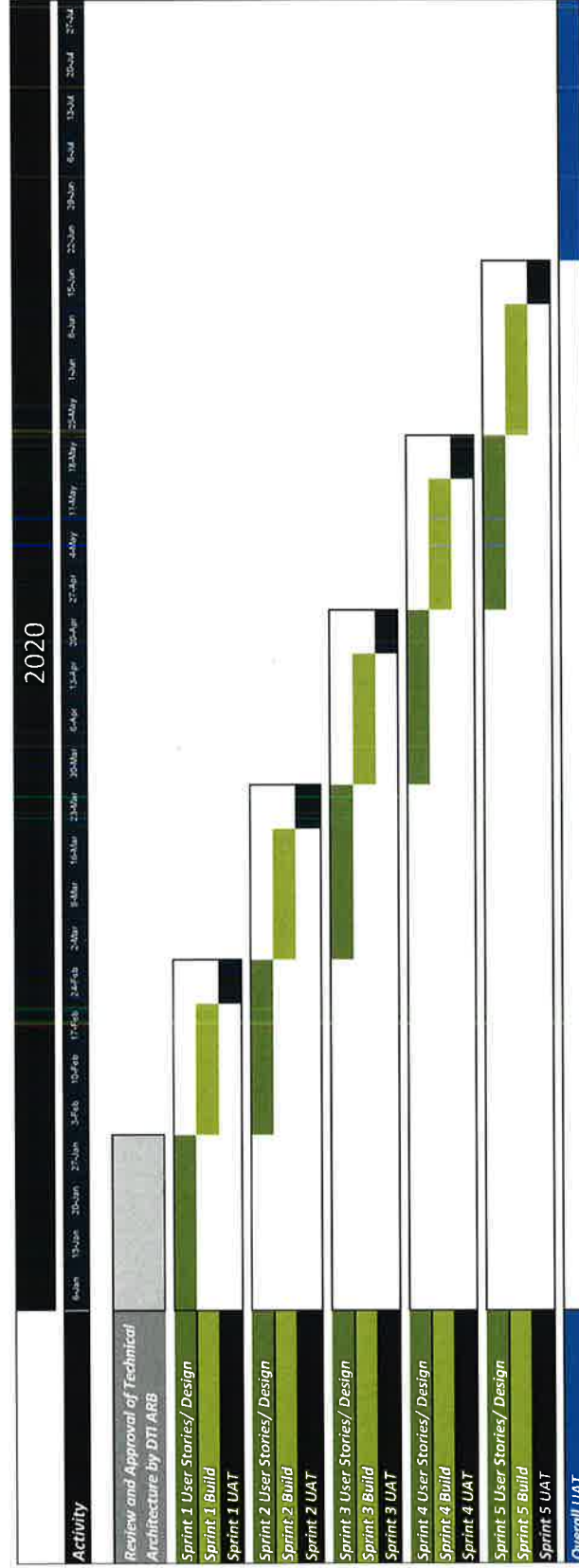


Exhibit A – High Level Timelines (Continued)

The Additional Development Services in the scope of this NINTH AMENDMENT to support the integration of third-party vendor payment solution with DE FOCUS CHU portal will be delivered over 1 Sprint of 5 weeks followed by 2 weeks of overall UAT. The User Story Clarification is expected to start May 25, 2020 as pre-Sprint work and Sprint Build to start June 22, 2020 as provided in the High-Level Timeline below.



Exhibit B: Software List

The Department will continue to provide licenses and support for all the required software listed below throughout the duration of the contract.

Product Name	Vendor Name
Windows	Microsoft
MS Office	Microsoft
Salesforce Platform Licenses for developers and users	Salesforce
Salesforce Platform Licenses for Tracker	Salesforce
Salesforce Event Monitoring (for Audit purpose)	Salesforce
Salesforce Einstein (Analytics & Reporting)	Salesforce
Salesforce Community (for Portal)	Salesforce
CopyStorm Copy	CapStorm
CopyStorm Restore	CapStorm
Eclipse¹	Eclipse Foundation (Public License)
GitHub – Cloud Hosting User License	GitHub, Inc.
Jenkins¹ (w/ Amazon EC2 Hosting)²	MIT (General Public License)
Notepad++¹	GNU (General Public License)
Anypoint Studio 3.8.5	MuleSoft
Cloudhub – (2 PROD, 4 non-PROD CPU Core)	MuleSoft
SOAP UI¹ (EUPL – SOAP UI Open Source)	Smartbear Software (Open Source)
WinSCP¹	GNU (General Public License)
Putty¹ (Open Source)	MIT License (Open Source)
Talend Open Studio for Data Integration version 6.2.1¹	Talend (Open Source)
PLSQL Developer 12	Oracle
Oracle DB 11g	Oracle
Adobe Reader	Adobe
Chrome	Google Inc. (Freeware)
JAWS	Freedom Scientific
Smarty Street (Address Verification Service)	SmartySteets
Selenium¹	Apache License 2.0 (Freeware)
SOLR	Apache License 2.0 (Freeware)
Apache Ant¹	Apache License 2.0 (Freeware)

¹Freeware, no license cost involved.

²Amazon EC2 subscription is required.